

REMARKS

Applicants respectfully request further examination and reconsideration in view of the arguments set forth fully below. Claims 1, 4 and 6-31 were previously pending in the instant application. Within the Office Action, Claims 1, 4 and 6-26 have been rejected. Although Claims 27-31 were previously added, they were not discussed in the Office Action. Accordingly, Claims 1, 4 and 6-31 are now pending in this application.

Rejections Under 35 U.S.C. § 102(b)

Within the Office Action, Claims 1, 4, 6, 11-22, 25 and 26 have been rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,253,165 to Leiseca (hereinafter "Leiseca"). Applicants respectfully disagree.

Leiseca teaches a computerized reservations and scheduling system [Leiseca, col. 2, lines 63-64] The system comprises a number of screens including a screen for providers to post a description of transportation space which may be available for consumers, a screen for consumers to post a description of transportation space which is needed by the consumers, a negotiating screen where providers and consumers may attempt to negotiate final restrictions on transportation spaces which are acceptable to both parties, and a contract screen where parties who match their available or needed transportation space with needed or available transportation space parties may contract. [Leiseca, col. 3 line 57 through col. 4, line 62] The negotiating is carried out via email capabilities programmed into the computerized data base. Specifically, if a consumer becomes aware that a provider is offering "maybe" transportation space with restrictions similar to what the consumer is looking for, then the consumer will utilize email to send a message to the provider. The message may, for example, be in the form of an offer of compromise regarding the restrictions which were not initially agreeable to both parties. After initial contact has been established, negotiations may proceed via email until a settlement is reached or until negotiations are aborted. [Leiseca, col. 4, lines 18-54] Parties who match their available or needed transportation space with needed or available transportation space that has already been stored in the computerized data base by other parties may contract together, via email, thereby finalizing an agreement regarding present and/or future actions of the parties. [Leiseca, col. 4, line 55 through col. 5, line 7] Leiseca further teaches providers are able to browse through a list of "maybe" passenger or cargo transportation space needs entered into the database by consumers. [Leiseca, col. 5, line 61 through col. 6, line 8] Leiseca also teaches

consumers are able to browse through “maybe” schedules entered into the database by providers. Leiseca further teaches, “once a contract has been concluded through the computerized data base between a provider and a consumer, the transportation space (e.g. available and/or needed) which has been contracted for will immediately be deleted from the listing(s)...” [Leiseca, col. 7, lines 20-24]

Leiseca never teaches that a third party is able to view contracts or negotiations between two other parties. Leiseca actually provides methodologies for preventing that. Leiseca teaches that “the provider may employ the negotiation screen and/or the contract screen to negotiate and/or contract (e.g. using confirmations and safeguards) with a consumer who has transportation needs for which the provider may have available transportation space.” [Leiseca, col. 6, line 66 through col. 7 line 2] Hence, the safeguards are meant to provide a secure means for two parties to contract without a third party interfering. Furthermore, since the negotiating and contracting is performed via email, it inherently is only viewable by the parties specified in the email which would prevent third parties from viewing the negotiations and contracts. Therefore, Leiseca does not teach providing information relating to a transaction between a first party and a second party to a third party via the wide area network.

Leiseca also does not teach enabling the third party to facilitate consummation of the transaction between the first and second parties. The suggestion in the Office Action, where Buyer A posts a counter to what Seller A posts and then Seller B counters or accepts Buyer A’s request (page 4-5) does not facilitate consummation of the transaction between the first and second parties, rather that undermines the transaction between the first and second parties as there would only be a contract between Seller B and Buyer A leaving Seller A with nothing.

Leiseca also does not teach selectively providing information relating to a plurality of bids on a transaction site to a third party via the wide area network. Leiseca never uses the word “bid” nor anything resembling a “bid.” The posting of available/desired transportation space is not a “bid” as suggested in the Office Action. The system taught in Leiseca simply allows providers and consumers to post offers for sale and then negotiate between the two of them via email, nothing more. There is no bidding possible in the Leiseca system.

Additionally, Leiseca does not teach a third party notifying both the first and second parties. Leiseca teaches only a communication between a provider and a consumer negotiating and contracting together. Leiseca never teaches a third party being involved.

In contrast to the teachings of Leiseca, the present invention is directed to a computer-implemented method for facilitating transactions in a wide area network. When the buyer’s bid

price and the seller's ask price are equal, the deal is consummated without third party facilitation. When the bid and ask price are separated by a spread, an interested third party is capable of acting as a deal facilitator. The third party facilitates the deal by transmitting an acceptance or a counteroffer to either the buyer or the seller. The interested third party is capable of individualized decisions based on the current market and the individual consumer. The interested third party is dynamic and need not consist of a static entity.

In contrast to the teachings of Leiseca, the present invention discloses that an interested third party can act as a deal facilitator between a buyer and a seller, whose respective bid and ask prices are separated by a spread. The present invention discloses that the primary negotiating parties are the buyer and the seller. If the buyer's bid price and the seller's ask price are equal, the deal is consummated without facilitation by a third party. As described above, Leiseca does not permit a third party interacting with a transaction between a first and a second party. Leiseca teaches a method for aiding buyers and sellers to post their respective requirements and then to negotiate bilaterally via email to reach a contract. There is nothing in Leiseca teaching providing information relating to a transaction between a first party and a second party to a third party via the wide area network. Leiseca also does not teach enabling a third party to facilitate consummation of the transaction between the first and second parties by transmitting a counteroffer or an acceptance from the third party via the wide area network, and enabling the third party to cover at least part of a first difference between the first bid price and the first ask price. Furthermore, Leiseca does not teach bidding nor does Leiseca teach a third party notifying a first and a second party.

The independent Claim 1 is directed to a computer-implemented method for facilitating transactions in a wide area network. The method of Claim 1 comprises providing information relating to a transaction between a first party and a second party to a third party via the wide area network, the information including a first bid price associated with the first party and a first ask price associated with the second party and enabling the third party to facilitate consummation of the transaction between the first and second parties by transmitting a counteroffer or an acceptance from the third party via the wide area network, and enabling the third party to cover at least part of a first difference between the first bid price and the first ask price. As described above, Leiseca does not teaching providing information relating to a transaction between a first party and a second party to a third party via the wide area network, the information including a first bid price associated with the first party and a first ask price associated with the second party. Leiseca also does not teach enabling a third party to facilitate consummation of the transaction

between the first and second parties by transmitting a counteroffer or an acceptance from the third party via the wide area network, and enabling the third party to cover at least part of a first difference between the first bid price and the first ask price. For at least these reasons, the independent Claim 1 is patentable over the teachings of Leiseca.

5 Claims 4, 6 and 11-22 are dependent on the independent Claim 1. As discussed above, the independent Claim 1 is allowable over the teachings of Leiseca. Accordingly, Claims 4, 6 and 11-22 are all also allowable as being dependent on an allowable base claim.

10 The independent Claim 25 is directed to a computer program product for facilitating transactions in a wide area network. The product of Claim 25 comprises at least one computer readable medium and computer program instructions stored in the at least one computer readable medium for causing at least one computer to provide information relating to a transaction between a first party and a second party to a third party via the wide area network, the information including a bid price associated with the first party and an ask price associated with the second party and enable the third party to facilitate consummation of the transaction between
15 the first and second parties by transmitting a counteroffer or an acceptance from the third party via the wide area network, and enabling the third party to cover at least part of a difference between the bid and ask prices. As described above, Leiseca does not teach computer program instructions stored in the at least one computer readable medium for causing at least one computer to provide information relating to a transaction between a first party and a second party
20 to a third party via the wide area network, the information including a bid price associated with the first party and an ask price associated with the second party. Leiseca also does not teach computer program instructions stored in the at least one computer readable medium for causing at least one computer to enable the third party to facilitate consummation of the transaction between the first and second parties by transmitting a counteroffer or an acceptance from the
25 third party the wide area network, and enabling the third party to cover at least part of a difference between the bid and ask prices. For at least these reasons, the independent Claim 25 is patentable over the teachings of Leiseca.

30 The independent Claim 26 recites a method for facilitating transactions in a wide area network. The method of Claim 26 comprises selectively providing information relating to a plurality of bids on a transaction site to a third party via the wide area network, a first one of the bids involving a first party and a second party, the first bid including a bid price associated with the first party and an ask price associated with the second party, transmitting a response from the third party to one of either the first party or the second party via the wide area network, the

response comprising a counteroffer or acceptance covering at least part of a difference between the bid and ask prices and notifying the other of the first party or the second party of the response via the wide area network. As described above, Leiseca does not teach selectively providing information relating to a plurality of bids on a transaction site to a third party via the wide area network, a first one of the bids involving a first party and a second party, the first bid including a bid price associated with the first party and an ask price associated with the second party. Leiseca also does not teach transmitting a response from the third party to one of either the first party or the second party via the wide area network, the response comprising a counteroffer or acceptance covering at least part of a difference between the bid and ask prices and notifying the other of the first party or the second party of the response via the wide area network. For at least these reasons, the independent Claim 26 is patentable over the teachings of Leiseca.

The independent Claim 27 recites a method for facilitating transactions in a wide area network. The method of Claim 27 comprises selectively providing information relating to a plurality of bids on a transaction site to a third party via the wide area network, a first one of the bids involving a first party and a second party, the first bid including a bid price associated with the first party and an ask price associated with the second party, transmitting a response from the third party to one of the first party or the second party via the wide area network, the response comprising a counteroffer covering at least part of a difference between the bid price and the ask price and notifying the other of the first party or the second party of the counteroffer via the wide area network. As described above, Leiseca does not teach selectively providing information relating to a plurality of bids on a transaction site to a third party via the wide area network, a first one of the bids involving a first party and a second party, the first bid including a bid price associated with the first party and an ask price associated with the second party. Leiseca also does not teach transmitting a response from the third party to one of the first party or the second party via the wide area network, the response comprising a counteroffer covering at least part of a difference between the bid price and the ask price and notifying the other of the first party or the second party of the counteroffer via the wide area network. For at least these reasons, the independent Claim 27 is patentable over the teachings of Leiseca.

Claims 28-31 are dependent on the independent Claim 27. As discussed above, the independent Claim 27 is allowable over the teachings of Leiseca. Accordingly, Claims 28-31 are all also allowable as being dependent on an allowable base claim.

Rejections Under 35 U.S.C. § 103(a)

Within the Office Action, Claims 7-10 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Leiseca in view of U.S. Patent No. 5, 794,207 to Walker et al. (hereinafter "Walker"). As discussed above, the independent Claim 1 is allowable over the teachings of Leiseca. Accordingly, Claims 7-10 are all also allowable as being dependent on an allowable base claim.

Within the Office Action, Claims 23 and 24 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Leiseca in view of Walker and further in view of Official Notice. The applicants disagree with the Official Notice being taken to support this rejection. Further, as discussed above, the independent Claim 1 is allowable over the teachings of Leiseca. Accordingly, Claims 23 and 24 are both also allowable as being dependent on an allowable base claim.

For the reasons given above, the Applicant respectfully submits that Claims 1, 4 and 6-31 are all in condition for allowance, and allowance at an early date would be appreciated. Should the Examiner have any questions or comments, he is encouraged to call the undersigned at (408) 530-9700 to discuss them so that any outstanding issues can be expeditiously resolved.

Respectfully submitted,
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